

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated

L1419—25M, 7-40 93705  
General Ctf.

POWER OF ATTORNEY  
Fidelity and Deposit Company of Maryland  
HOME OFFICE: BALTIMORE, MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by  
H. L. DUNN Vice-President, and T. N. FERCIOT, Jr. Assistant Secretary, in pursu-  
ance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or First Vice-President, or Second Vice-President, or any one of the additional Vice-Presidents specially author-  
ized so to do by the Board of Directors or by the Executive Committee, shall have power by and with the concurrence of the Secre-  
tary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-  
Fact, as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company, any  
bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the  
seal of the Company thereto."

does hereby nominate, constitute and appoint Lawrence W. Moore, Charles E. Megargel, Gordon  
B. Hebb, Luke A. Manning, Thomas F. Meskill, Ralph B. Smith, C. Stanley Rich, Charles  
W. Wirth, Mary M. Henchey, Mary A. O'Brien, and Edna L. Perkins, all of Boston,  
Massachusetts, .....  
its true and lawful agent and Attorney -in-Fact, to make, execute, seal and deliver, for, and on its behalf  
as surety, and as its act and deed: any and all bonds and undertakings.

Bonds and undertakings executed under this Power of Attorney to be signed as Vice-  
President by said Lawrence W. Moore or as Attorney-in-fact by either said Charles E.  
Megargel, Gordon B. Hebb, Luke A. Manning, Thomas F. Meskill, C. Stanley Rich, or  
Charles W. Wirth, and countersigned as Resident Assistant Secretary and the seal of  
the Company affixed by either said Mary M. Henchey, Mary A. O'Brien, Ralph B. Smith  
or Edna L. Perkins, or signed by either Lawrence W. Moore as Vice-President or  
Charles E. Megargel, Gordon B. Hebb, Thomas Meskill, C. Stanley Rich or Charles W.  
Wirth as attorney-in-fact, without any countersignature.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said  
Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged  
by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.  
This power of attorney revokes that issued on behalf of Lawrence W. Moore, Charles E.  
Megargel, William L. Rowan, Luke A. Manning, John F. Quinan, Raymond O. McKenzie,  
Mary M. Henchey, Gordon B. Hebb, Mary A. O'Brien, Thomas F. Meskill and Edna L.  
Perkins, dated January 4, 1937.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said  
Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed  
their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this  
7th day of July, A. D. 1938

Attest:  
(SIGNED)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

T. N. FERCIOT, Jr.  
(SEAL) Assistant Secretary

By H. L. DUNN  
Vice-President

STATE OF MARYLAND }  
CITY OF BALTIMORE } ss:

On this 7th day of July, A. D. 1938, before  
the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came  
the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally  
known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the  
execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers  
of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the  
said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and  
direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year  
first above written.

(SIGNED)  
(SEAL)

GLADYS A. ATKINS

My Commission Expires May 1, 1939 Notary Public

CERTIFICATE

I, Geo. D. Henry, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND, do hereby certify that the attached Power of Attorney dated July 7, 1938,  
in behalf of Lawrence W. Moore, et al, of Boston, Massachusetts  
is a true and correct copy and that same has been in full force and effect since the date thereof and is in full  
force and effect on the date of this certificate; and I do further certify that the said H. L. DUNN  
and T. N. FERCIOT, Jr., who executed the attached Power of Attorney as Vice-President and  
Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly  
elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and  
that the said H. L. DUNN was one of the additional Vice-Presidents specially authorized  
by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute  
on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages,  
contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article  
VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said  
Company, this 2nd day of November, 1940


Assistant Secretary




KNOW ALL MEN BY THESE PRESENTS that I, Silas G. Allen, as principal, and Charles F. Choate, Jr. as surety, am firmly bound unto the Town of Southborough in the full and just sum of one thousand dollars, <sup>to</sup> the payment of which said Town of Southborough we hereby severally bind ourselves, our heirs, executors and administrators, and in token thereof hereunto set our hands and seals this            day of 1911.

The condition of this obligation is such that whereas the said Silas G. Allen, has applied to the Selectmen of the said Town of Southborough for a permit to use an explosive in the blasting of rock in said Town upon land belonging to Charles F. Choate, Jr.,

NOW, THEREFORE, if the said Silas G. Allen shall pay any loss, damage or injury resulting to persons or property by reason of the use and keeping of said explosive by said Allen upon the said land of Charles F. Choate, Jr., then this obligation shall be null and void, otherwise shall remain in full force and virtue.

*Silas G. Allen* 

*Chas. F. Choate, Jr.* 

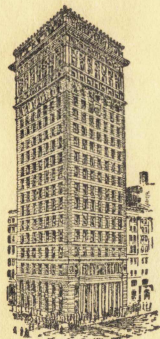


PLEASE PAY BY CHECK OR BY MONEY ORDER TO THE ORDER OF AMERICAN SURETY COMPANY OF NEW YORK.

Form G. 357. 75M. 11-'11.

H. D. LYMAN, President

WALTER S. JOHNSTON, F. W. LAFRENTZ,  
Vice Presidents



Company's Office Building,  
100 Broadway, N. Y.

*Boston* Agency  
*Dom of Southboro*  
*Southboro, Mass*

*Aug 27 1912*

STAMP OF BRANCH OFFICE ADDRESS

BOSTON OFFICE  
89 STATE ST.  
BOSTON, MASS.

To American Surety Company of New York, Dr.

For Premium on Court and Contract Bonds as follows:

BOND No.	DATE DUE	TITLE	PREMIUM	TOTAL
<i>11</i> <i>35547</i>	<i>1912</i> <i>Aug 27</i>	<i>August Lancier</i> <i>to</i> <i>John</i> <i>Blasting Bond</i>	<i>10</i>	

*PAID*  
*AUG 27 1912*  
AMERICAN SURETY CO. NEW YORK  
By *White*  
CASHIER



KNOW ALL MEN BY THESE PRESENTS that we,  
Ericole Mattioli, as principal, and Sarah C. Sears, as  
surety, both of Southboro and County of Worcester, hereby  
jointly and severally firmly bind ourselves to pay the Town  
of Southboro Five Hundred Dollars (\$500.00)

The condition of this obligation is such that whereas  
the said Mattioli is applicant for a permit to do blasting  
upon the land of Sarah C. Sears near Main Street in said  
Southboro, now therefore if the said Mattioli shall indemnify  
and save harmless the Town of Southboro from all claims,  
demands, suits, actions and damages whatsoever arising out  
of any blasting done upon the land of said Sarah C. Sears  
by said Ericole Mattioli, then this obligation shall be null  
and void and of no effect; otherwise shall remain in full  
force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and  
seals this 25<sup>th</sup> day of July, 1912.

Sarah C. Sears



E. Mattioli





# APPLICATION

To be filled out, for a permit to use certain explosives.

(City or town).....

*Southborough July 27*

1912

~~TO THE CHIEF OF THE FIRE DEPARTMENT.~~

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to use dynamite or gunpowder in blasting rocks at *New Road. being constructed between Newton & Lyman Street in the town of Southborough*

In conformity with the regulations made by the Detective and Fire Inspection Department of the District Police.

(Name).....

*W. A. Gould*

(Residence).....

*Southborough*

Application \* *approved*

and permit.....

granted.

*Chief of the Fire Department.*

*Francis D. Newton*

*Chairman of the Board of Selectmen.*

\* Approved or disapproved.



# APPLICATION

To be filled out, for a permit to use certain explosives.

(City or town)

*Southborough May 25<sup>th</sup> 1912*

~~TO THE CHIEF OF THE FIRE DEPARTMENT.~~

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to use dynamite or gunpowder in blasting rocks at

*my residence on Southville Road  
in the town of Southborough*

In conformity with the regulations made by the Detective and Fire Inspection Department of the District Police.

(Name)

*Isaac H. Morton*

(Residence)

Application \*

*approved* and permit *is* granted.

~~Chief of the Fire Department.~~

*Francis D. Vinko*

Chairman of the Board of Selectmen.

\* Approved or disapproved.



# APPLICATION

To be filled out, for a permit to keep, store, use, manufacture or sell certain explosives.

Where a license is necessary no permit will be given until a license has been granted.

(City or town) Southborough August 2 1902

TO THE CHIEF OF THE FIRE DEPARTMENT.

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to ~~keep, store, use, manufacture, sell~~

(Here state what the permit is desired for, the amount, the place and the business.)

Dynamite or Powder for blasting on New  
School House grounds in South Part of Southborough

In conformity with the regulations made by the Detective and Fire Inspection Department of the District Police.

(Name) W. J. Gould

(Residence) Southborough

Application \* approved and permit granted.

Chief of the Fire Department.

Francis D. Voth

Chairman of the Board of Selectmen.

\* Approved or disapproved.

(City or town) Southborough August 2 1902

This is to certify that

William A. Emery  
has been granted a license to ~~keep, store, use, manufacture, sell~~ Dynamite

or Powder for blasting on above

from the 24 day of August 1902, to the first day of

September 1902

City or Town Clerk.



# APPLICATION

To be filled out, for a permit to use certain explosives.

(City or town).....

*Southborough July 25<sup>th</sup> 1912*

TO THE CHIEF OF THE FIRE DEPARTMENT.

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to use dynamite or gunpowder in blasting  
rocks at.....

*the Residence of Sarah C Sears. on  
Scam Road Southborough*

In conformity with the regulations made by the Detective and Fire Inspection Department of the District Police.

(Name).....

*G. Mattioli*

(Residence).....

*Southborough*

Application \*.....

*approved*

and permit.....

granted.

.....  
Chief of the Fire Department.

*Francis D Newton*

.....  
Chairman of the Board of Selectmen.

\* Approved or disapproved.



# ~~FIREWORKS AND FIRECRACKERS~~

## APPLICATION

(City or town) Southborough June 18<sup>th</sup> 191 4

~~TO THE CHIEF OF THE FIRE DEPARTMENT.~~

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to ~~keep, store, transport, use and sell~~  
~~fireworks and firecrackers.~~ Explosives for blasting rocks  
(Here state kind of permit desired, the place, description of building on premises, the business, and description of fireworks.)

on land of the Saint Marks School in  
Southborough

In conformity with the laws of the State and the regulations prescribed by the Detective and Fire Inspection Department of the District Police.

(Name) Harry Bennett Treas.

(Residence) St Marks School

Application \* approved and permit is granted. if bond satisfactory  
to the Town Treasurer is filed by applicant  
This Permit expires on the eighteenth day of July 191 4

~~Chief of the Fire Department.~~

Francis Newton

Chairman of the Board of Selectmen.

\* Approved or disapproved.



## The Commonwealth of Massachusetts



# Detective and Fire Inspection Department of the District Police

## APPLICATION

for a permit to conduct or maintain a **DRY-CLEANING or DRY-DYEING ESTABLISHMENT**, and to keep or store volatile inflammable liquid in connection therewith, in accordance with the provisions of chapter 370, Acts of 1904, and amendments thereto

Town of Southboro: 8-8 1914  
 (City or town) (Date)

CHIEF OF THE DISTRICT POLICE,  
 FIRE COMMISSIONER,  
 CHIEF ENGINEER,  
 CHIEF OF THE FIRE DEPARTMENT,  
 CHAIRMAN, BOARD OF SELECTMEN,

Southboro  
 (City or town)

The undersigned hereby makes application for a permit to conduct or maintain a **DRY-CLEANING or DRY-DYEING ESTABLISHMENT**, and to keep or store volatile inflammable liquid in connection therewith:—

Name Geo. T. Firmin Address Newton Street  
 Location of the premises, No. 7 Street Southboro  
 (City or town)  
 Construction of the building, and size Single Roofed, Wooden, 12 Rooms  
 Amount of volatile inflammable liquid which is to be stored on the premises, from 1 to 5 gallons. gas  
 Distance from other buildings 10 feet.

Signature of Applicant Geo. T. Firmin  
 Address of Applicant Newton Street Southboro;  
 (Street and number) (City or town)

Southborough Sept-18th 1914  
 (City or town) (Date)

I hereby certify that Geo T Firmin was granted a  
 license Sept-18 1914, to conduct or maintain a **DRY-CLEANING or DRY-DYEING ESTABLISHMENT**,  
 and to keep or store volatile inflammable liquid in connection therewith at No. House No 3 Norton Street  
Southborough  
 (City or town)

Francis D. Norton  
 City Clerk  
 For the Board of Selectmen



# Bond in Blasting Operations

(St. 1911, c. 325.)

Whereas, by chapter 325 of the Acts of the year 1911 of the Legislature of the Commonwealth of Massachusetts, it is provided that "before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the detective and fire inspection department of the district police, the applicant for the permit shall file with the clerk of the city or town in which the blasting is to be done, a bond running to the city or town with a surety or sureties approved by the treasurer thereof, for such penal sum not exceeding ten thousand dollars as the chief of the district police or the official granting the permit shall determine to be necessary in order to cover the risk or damage that might ensue from the blasting;" and

Whereas, Alberto Carbone  
of Marlboro in said Commonwealth has applied for a permit in accordance with the provisions of said statute: Now, Therefore,

Know All Men by these Presents, That we, said Alberto Carbone,  
as principal, and Nicholas Samartino  
2 Marlboro  
as surety, are held and firmly bound unto the town—city—of Southboro  
in the Commonwealth of Massachusetts, in the sum of one thousand  
dollars, to be paid the said town—city—of Southboro,  
for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that if the above-bounden Alberto Carbone, and his—their—heirs, executors, administrators, successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive, then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

In Witness Whereof, we hereunto set our hands and seals on this 19<sup>th</sup>  
day of July in the  
year 1916.

[SEAL.]

[SEAL.]

Signed and sealed in the presence of

Nicholas Samartino



Amount of bond approved.

R. H. Oveson

Surety

approved.

Thos W. Calderon

Treasurer of the Town of Southboro





## THE COMMONWEALTH OF MASSACHUSETTS

## DEPARTMENT OF PUBLIC SAFETY

## DIVISION OF FIRE PREVENTION

**Bond in Blasting Operations**

## SINGLE PERMIT BOND

(General Laws, Chapter 148, Section 19.)

**Whereas**, section 19, of chapter 148 of the General Laws provides that "Before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the department, the applicant for the permit shall file with the clerk of the city or town where the blasting is to be done a bond running to the city or town, with sureties approved by the treasurer thereof, for such penal sum, not exceeding ten thousand dollars, as the marshal or the officer granting the permit shall determine to be necessary in order to cover the risk of damage that might ensue from the blasting or its keeping therefor; provided, that the marshal or the officer granting the permit may determine that a single and blanket bond in a penal sum not exceeding fifteen thousand dollars is sufficient to cover the risk of damage from all blasting operations of the applicant, either under the permit so issued or under future permits to use explosives in blasting operations. The bond shall be conditioned upon the payment of any loss, damage, or injury resulting to persons or property by reason of such blasting or keeping"; and

**Whereas**, James B. Johnson,  
of Southboro in said Commonwealth has applied for a permit in accordance with  
the provisions of said statute for blasting at Southboro

Now, Therefore,

**Know All Men by these Presents**, That we, said James B. Johnson

as principal, and Fidelity and Deposit Company of Maryland, a corporation  
duly organized under the laws of the State of Maryland and having  
an usual place of business in Boston, Massachusetts  
as surety y, are held and firmly bound unto the town city of Southboro  
in the Commonwealth of Massachusetts, in the sum of One Thousand (\$1,000.) - - - -  
dollars, to be paid said town city of Southboro,  
for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors  
or assigns, jointly and severally, firmly by these presents.

**The Condition of this Obligation** is such that if the above-bounden  
James B. Johnson, and his—their—heirs, executors, administrators,  
successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason  
of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive  
while operating under said permit, then this obligation shall become and be null and void; otherwise it shall  
remain in full force and virtue.

**In Witness Whereof**, we hereunto set our hands and seals on this 2nd  
day of November in the  
year nineteen hundred and forty

Signed and sealed in the presence of

[SEAL]  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
[SEAL]  
By Charles E. Meggers [SEAL]  
Attorney-in-Fact  
Attest Mary M. Henchey  
RESIDENT ASSISTANT SECRETARY

Amount of bond approved. (By the Official granting the permit.)

Surety y approved.Charles H. LaneTreasurer of the town of Southborough



# Bond in Blasting Operations

Whereas, by chapter 325 of the Acts of the year 1911 of the Legislature of the Commonwealth of Massachusetts, it is provided that "before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the detective and fire inspection department of the district police, the applicant for the permit shall file with the clerk of the city or town in which the blasting is to be done, a bond running to the city or town with a surety or sureties approved by the treasurer thereof, for such penal sum not exceeding ten thousand dollars as the chief of the district police or the official granting the permit shall determine to be necessary in order to cover the risk or damage that might ensue from the blasting;" and

Whereas, John T. Burnett  
of Southboro in said Commonwealth has applied for a permit in accordance with the provisions of said statute: Now, Therefore,

Know All Men by these Presents, That we, said John T. Burnett,  
as principal, and Harry Burnett,

as surety, are held and firmly bound unto the town of Southboro in the Commonwealth of Massachusetts, in the sum of One Thousand dollars, to be paid the said town of Southboro, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that if the above-bounden John T. Burnett, and his heirs, executors, administrators, successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive, then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

In Witness Whereof, we hereunto set our hands and seals on this 18<sup>th</sup>  
eighteenth day of April in the  
year 1916.

John T. Burnett

Harry Burnett



[SEAL.]

Amount of bond approved.

Raymond H. Johnson

Chairman Selectmen of Town of Southboro.

Surety

approved.

John W. Wadsworth

Treasurer of the Town of Southboro.





date, sign + how surety sign  
then give to town & record.  
R.H.O.

# Bond in Blasting Operations

**Whereas**, by chapter 325 of the Acts of the year 1911 of the Legislature of the Commonwealth of Massachusetts, it is provided that "before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the detective and fire inspection department of the district police, the applicant for the permit shall file with the clerk of the city or town in which the blasting is to be done, a bond running to the city or town with a surety or sureties approved by the treasurer thereof, for such penal sum not exceeding ten thousand dollars as the chief of the district police or the official granting the permit shall determine to be necessary in order to cover the risk or damage that might ensue from the blasting;" and

**Whereas**, H. W. Young  
of Southboro in said Commonwealth has applied for a permit in accordance with the provisions of said statute: Now, Therefore,

**Know All Men by these Presents**, That we, said H. W. Young,  
as principal, and Edward F. Collins,  
as suret\_\_\_\_\_, are held and firmly bound unto the **town of Southboro** in the Commonwealth of Massachusetts, in the sum of (500) five hundred dollars, to be paid the said town of Southboro, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

**The Condition of this Obligation** is such that if the above-bounden H. W. Young, and his heirs, executors, administrators, successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive, then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

**In Witness Whereof**, we hereunto set our hands and seals on this 18<sup>th</sup>  
day of April in the  
year 1917.

H. W. Young  
Edward F. Collins



[SEAL.]

Amount of bond approved.

Raymond H. Olson  
Chairman Selectmen of Town of Southboro.

Suret approved.

Frederick Waldron  
Treasurer of the Town of Southboro.



# Bond in Blasting Operations

**Whereas**, by chapter 325 of the Acts of the year 1911 of the Legislature of the Commonwealth of Massachusetts, it is provided that "before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the detective and fire inspection department of the district police, the applicant for the permit shall file with the clerk of the city or town in which the blasting is to be done, a bond running to the city or town with a surety or sureties approved by the treasurer thereof, for such penal sum not exceeding ten thousand dollars as the chief of the district police or the official granting the permit shall determine to be necessary in order to cover the risk or damage that might ensue from the blasting;" and

**Whereas**, Harry Burnett, Treas. of St. Mark's School  
of Southboro in said Commonwealth has applied for a permit in accordance with the provisions of said statute: Now, Therefore,

**Know All Men by these Presents**, That we, said \_\_\_\_\_

\_\_\_\_\_,  
as principal, and \_\_\_\_\_,

\_\_\_\_\_,  
as surety, are held and firmly bound unto the **town of Southboro** in the Commonwealth of Massachusetts, in the sum of One Thousand dollars, to be paid the said town of Southboro, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

**The Condition of this Obligation** is such that if the above-bounden Harry Burnett, Treas., and his heirs, executors, administrators, successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive, then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

**In Witness Whereof**, we hereunto set our hands and seals on this \_\_\_\_\_  
19<sup>th</sup> day of April in the  
year 1919

Harry Burnett Treas.  
St. Mark's School. [SEAL.]

Frederic G. Thayer  
Treasurer  
St. Mark's School [SEAL.]

Amount of bond approved.

Raymond H. Vose  
Chairman Selectmen of Town of Southboro.

Suret approved.

Frederic G. Thayer  
Treasurer of the Town of Southboro.



# BOND OF INDEMNITY.

(Under Chapter 339, Acts of 1897.)

Know all Men by these Presents,

THAT *Wonham, Sanger and Bates, Inc.*, a corporation created and existing under the laws of the State of New York, is

held and firmly bound unto the *town* of *Southborough* in the Commonwealth of Massachusetts, in the sum of three thousand dollars (\$3,000), lawful money of the United States of America, to be paid to the said *town*, for which payment, well and truly to be made, *it* binds itself and *its* heirs, executors and administrators, successors jointly and severally, firmly by these presents.

Whereas, The said *Wonham, Sanger & Bates, Inc.* has made a contract with the Commonwealth, acting by the Metropolitan Water and Sewerage Board, bearing date the *ninth* day of *August*, <sup>1915</sup>~~190~~, for the performance of certain work for said Board, to wit: *building and erecting a hand travelling crane at the power house at the Sudbury Dam, in Southborough, Mass.*

And, Whereas, for the due performance of said work it may be necessary for the said *Wonham, Sanger & Bates, Inc.*, to employ labor and to bring into said *town* laborers not having their residence therein;

Now, the condition of this obligation is such, That if the said *Wonham, Sanger & Bates, Inc.*, shall indemnify and save harmless the said *town* against any loss, expense or charges that said *town* may legally incur because of pauper or indigent employes having no settlement therein and brought into said *town* for the performance of the work under this contract, then this obligation shall be void; otherwise it shall remain in full force and virtue.

In Witness Whereof, the said *Corporation* has caused its corporate seal to be hereto affixed and these presents to be duly signed in its name and behalf, this *ninth* day of *August*, <sup>1915</sup>~~190~~.

*Wonham, Sanger & Bates, Inc.*

*J. M. Bates*  
Vice-President

Attest

*A. Schumacher*

*town Secy*

Signed and sealed in presence of

to

to



# Bond in Blasting Operations

Whereas, by chapter 325 of the Acts of the year 1911 of the Legislature of the Commonwealth of Massachusetts, it is provided that "before the issue of a permit to use an explosive in the blasting of rock or any other substance as prescribed by the detective and fire inspection department of the district police, the applicant for the permit shall file with the clerk of the city or town in which the blasting is to be done, a bond running to the city or town with a surety or sureties approved by the treasurer thereof, for such penal sum not exceeding ten thousand dollars as the chief of the district police or the official granting the permit shall determine to be necessary in order to cover the risk or damage that might ensue from the blasting;" and

Whereas, Marlboro-Hudson Gas Company  
of Marlborough, Mass. in said Commonwealth has applied for a permit in accordance with the provisions of said statute: Now, Therefore,

Know All Men by these Presents, That we, said \_\_\_\_\_

Marlboro-Hudson Gas Co.,  
~~as principal, and~~

~~as~~, are held and firmly bound unto the town of Southboro in the Commonwealth of Massachusetts, in the sum of One Thousand (1000) dollars, to be paid the said town of Southboro, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that if the above-bounden Marlboro-Hudson Gas Co., and ~~his~~ <sup>heirs</sup> heirs, executors, administrators, successors or assigns, shall pay any and all loss, damage or injury resulting to persons or property by reason of the use of an explosive in the blasting of rock or any other substance or of the keeping of said explosive, then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

In Witness Whereof, we hereunto set our hands and seals on this \_\_\_\_\_  
\_\_\_\_\_ First \_\_\_\_\_ day of September \_\_\_\_\_ in the  
year one thousand nine hundred and fifteen.

Marlboro-Hudson Gas Co.

By

[SEAL.]

Paul B. Heble  
Chairman Selectmen of Town of Southboro. [SEAL.]

Amount of bond approved.

Suret approved.

Treasurer of the Town of Southboro.



APPLICATION

To be filled out, for a permit to use certain explosives.

(City or town)

Doubsburgh June 13<sup>th</sup>

1912

~~TO THE CHIEF OF THE FIRE DEPARTMENT.~~

TO THE CHAIRMAN OF THE BOARD OF SELECTMEN.

The undersigned respectfully ask for a permit to use dynamite or gunpowder in blasting

rocks ~~at~~ on the highway in the Town of Doubsburgh

as it may be necessary for making repairs

or construction in any or to any highway in said Doubsburgh

In conformity with the regulations made by the Detective and Fire Inspection Depart-

ment of the District Police.

(Name)

J. W. Agard

(Residence)

Doubsburgh

Application \*

approve

and permit is

granted.

June 19 to Aug 1<sup>st</sup> 1912

Chief of the Fire Department.

Francis A. Muelin

Chairman of the Board of Selectmen.

\* Approved or disapproved.



ARTICLES OF AGREEMENT made this 21<sup>st</sup> day of September in the year 1915 by and between the Marlborough Electric Company its successors or assigns, a corporation duly organized under the laws of Massachusetts hereinafter called the "Company", and the Town of Southborough, Massachusetts, hereinafter called the "Town",  
WITNESSETH:-

First. This contract shall continue in force for a period of five years (5) from the first day in October, 1915.

Second. That the Company in consideration of the outages which may exist will furnish to the Town five (5) incandescent lights for street lighting of so-called 40 candle power, and to erect suitably equipped light and maintain the same in good order and condition during the term of this contract free from any charge or expense to the Town.

Third. That the Town hereby agrees to take and pay for incandescent street lights of the following number of lamps and size, to wit:-

300 of so-called 40 candle-power

Fourth. That for the lamps stated in Article 3, the Town shall pay the sum of \$15.75 per lamp per year. One-twelfth of the total annual sum thus due for lights shall be paid monthly in arrears at the office of the Treasurer of the Town upon presentation on or before the first of each such month of a bill of such proportionate amount.

Fifth. That the Town may at any time during the term of this agreement take additional lights of so-called 40 candle-power at the price of \$15.75 per lamp per year payable in twelve (12) equal monthly payments as provided in Article 4, herein, provided, however, that the Town will not require the Company to erect and maintain street lights farther apart than one light every 400 feet, nor to <sup>re</sup>move more than two lamps in any one year.

Sixth. That the Company shall light the said lamps every



hour of the night of the year from one-half hour after sunset until *one* o'clock A. M. excepting thirty-six (36) days in each contract year when such light shall be unnecessary because of moonlight between the hours aforesaid; the hours of sunrise and sunset and the thirty-six (36) days per year as aforesaid to be taken on the basis of the estimate made in the Farmer's Almanac.

Seventh. That the Company will furnish and maintain free of expense to the Town all construction work, lamps, wires, poles, fixtures and apparatus required for said service and for renewals, extensions and breakages of the same, and will indemnify and save harmless any and all loss, damage and expense incurred by the said Town and by reason of any injuries to persons or property arising from installation of lines in perfection of construction or maintenance of the poles, wires, plant, apparatus, fixtures or lines of the company, provided, the Town shall within a reasonable time notify the Company of any claims made upon the Town and the Company is allowed to defend said claims.

Eighth. That the average candle power of the size of lamps mentioned in this contract, complete with their reflectors as installed in service, shall not be less than 40 candle power when measured at an angle not greater than 25° below the horizontal.

Ninth. That the Company will maintain a record book at its power house or office in which book will be recorded all notices of lamps being burned out or broken, and such defective lamps are to be replaced within twenty-four hours after notification to that effect. This book will be open for inspection by the Town or its appointed agents at all times.

Tenth. That the Company will provide one gain on each pole erected and to be erected in the Town by the said Company for the Town's use for fire alarm and police signal wires exclusively.

Eleventh. That the Town shall grant to the Company all the necessary rights for the location of its poles, wires and other fixtures required from time to time by said Company in the fulfill-



ment of this contract.

Twelfth. That the Company will patrol the street lights of the Town of Southborough one night each week.

IN WITNESS WHEREOF the said Town of Southborough by its Selectmen thereunto duly authorized and the Marlborough Electric Company by its President and Treasurer thereunto duly authorized have caused these presents to be signed the day and year first above written.

MARLBOROUGH ELECTRIC COMPANY

By

Joseph L. Bennett  
President

R. Paul B. Hebbler  
Treasurer

TOWN OF SOUTHBOROUGH

By its Selectmen

Raymond H. Oveson, Chairman

Lyman LaReny

Francis D. Norton

